

## DEPARTMENT AGREEMENT

THIS CONTRACT (also referred to herein as "Agreement"), dated as of November 13, 2012, (the "Effective Date"), is made and entered into by and between JUSTICE EZ TRAC, LLC, a limited liability company organized and existing in the State of Connecticut and having a principal place of business located at 1127 Sport Hill Road, Easton, Connecticut 06612 ("JUSTICE EZ TRAC"), and Cochise County Sheriff's Office, having a principal place of operation located at 205 N. Judd Drive, Bisbee, AZ 85603 "DEPARTMENT"). JUSTICE EZ TRAC and DEPARTMENT are each referred to as a "party" and together as "parties" to this Agreement.

WHEREAS, JUSTICE EZ TRAC is engaged in the business of providing an automated E-Ticket system to facilitate communication between the DEPARTMENT and its clients and process and collect payments from the clients ("System"); and

WHEREAS, DEPARTMENT desires to engage JUSTICE EZ TRAC to receive and utilize the System subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services Provided by JUSTICE EZ TRAC.** Subject to the terms and conditions of this Agreement, JUSTICE EZ TRAC agrees to provide the following services for the DEPARTMENT and such other services as mutually agreed by the parties, by written contract amendment executed by both parties, from time to time during the Term (as hereinafter defined) (collectively, the "JUSTICE EZ TRAC Services"):
  - (a) an automated system through a website, [www.justiceeztrac.com](http://www.justiceeztrac.com), accessed from the world-wide web or internet ("System"), designed to:
    - i. enable the DEPARTMENT to upload all of the applicable DEPARTMENT data into the System which includes but is not limited to the name and date of birth of the offender, violator, defendant, or as otherwise known by any other name (collectively referred to herein as "Client"), case number, citation number, ticket number information, and violation code(s) (collectively referred to herein as "Citation");
    - ii. enable the DEPARTMENT and/or a JUSTICE EZ TRAC authorized agent to register, log into, and utilize the System to assist a Client to pay any and all associated courts' fees;
    - iii. enable the Client to register and log into the System, upload any and all of the applicable DEPARTMENT data into the System for the Client (if not already previously uploaded by the DEPARTMENT), and the client shall pay any and all applicable associated courts' fees;
    - iv. enable communication between the associated courts and the Client;
  - (b) maintain the operation of the System for use 24 hours/7 days a week, unless JUSTICE EZ TRAC, at its sole discretion, believes the System requires certain changes, updates, modifications, and/or for any other reason, in which case, the System may not be available during those times.
  - (c) provide on-line training and support to Officers for the System's E-Ticketing.

- (d) provide on-line training and support to associated court judges and clerks utilizing the System E-Ticketing and Citation management.
- (e) provide hardware replacements due to malfunction, wear, and tear.
- (f) pay all credit card processing fees (JUSTICE EZ TRAC currently charges violator a 6% processing fee that is subject to change by JUSTICE EZ TRAC) with prior notification to DEPARTMENT.
- (g) pay all hardware and setup costs as it relates to this agreement as set forth in Exhibit "A" attached.
- (h) provide all equipment needed for E-Ticketing.
- (i) provide training to deputies as soon as equipment is delivered.
- (j) provide equipment to DEPARTMENT as soon as all participating DEPARTMENT associated courts allow Clients to pay by credit card through the System.
- (k) provide secure mobile Internet connection.

**2. DEPARTMENT Requirements.** Subject to the terms and conditions of this Agreement, DEPARTMENT agrees to the following requirements, and such other requirements as mutually agreed by the parties from time to time during the Term:

- (a) Uploading any and all applicable DEPARTMENT data into the System. The DEPARTMENT represents and warrants the accuracy and correctness of any and all applicable DEPARTMENT data that is uploaded into the System;
- (b) That all Client EZ TRAC e-citation credit card payments for all participating DEPARTMENT associated courts process through the System;
- (c) DEPARTMENT shall pay for all damaged hardware replacements as specified in Exhibit A. Warranty costs are set forth in Exhibit "A", and are subject to change by JUSTICE EZ TRAC by written contract amendment executed by both parties;
- (d) The DEPARTMENT shall be responsible for buying its own printer paper and ink cartridges;

**3. Term and Termination.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for a period of one (1) year. JUSTICE EZ TRAC shall notify DEPARTMENT in writing at least thirty (30) days prior to renewal. This Agreement may be renewed by written contract amendment executed by both parties for subsequent one (1) year terms.

**4. Protection and Security.** The JUSTICE EZ TRAC Services and all the content available through the System contains copyrighted material, trade secrets and other proprietary material, and confidential department and Client information (the "Confidential Information"). In order to protect these rights, the parties agrees to use best efforts and to take all reasonable steps to safeguard the Confidential Information to ensure that no unauthorized person shall have access thereto and that no Confidential Information may be copied, published, disclosed, distributed, or used, in whole or in part, in any form whatsoever without the express written consent of the owner of the Confidential information or as otherwise required by law.

5. **Intellectual Property.** DEPARTMENT acknowledges that the JUSTICE EZ TRAC domain name, website and/or web pages, computer program, computer screen displays, text, graphics, illustrations, and any and all other materials relating to the System are all owned and protected by copyright, trademark, or other intellectual property rights of JUSTICE EZ TRAC. DEPARTMENT represents and warrants that it will not in any manner engage in activities that shall infringe upon or in any way violate the intellectual property rights under which the materials are protected.

6. **Independent Contractor.** The relationship between JUSTICE EZ TRAC and DEPARTMENT at all times during the Term shall be that of an independent contractor. At no time during the Term will JUSTICE EZ TRAC or DEPARTMENT be considered an employee of the other. Accordingly, JUSTICE EZ TRAC has the sole right to manage, control and direct the method, manner and means by which the System is executed and provided, as long as the manner of execution and quality meets with the terms and conditions in this Agreement, DEPARTMENT being interested solely in the results.

7. **No Partnership or Joint Venture.** Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or other entity or combination among the parties and each party shall remain solely responsible for the actions of his, her or its own employees and representatives.

8. **Limitation of Liability.** JUSTICE EZ TRAC shall not be liable for any use, modification, production, delivery, misuse or inability to use the System or website, or any portion thereof, even if JUSTICE EZ TRAC or its authorized representative has been advised of the possibility of such damages, excluding any damages shown to be attributable exclusively to JUSTICE EZ TRAC negligence or intentional wrongdoing. In no event shall JUSTICE EZ TRAC's total liability to the DEPARTMENT or to any Client for any and all damages or losses resulting from any cause of action whatsoever by a Client exceed the Service Fees paid by the Client to JUSTICE EZ TRAC under this Agreement.

9. **Amendment and Waiver.** This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the Citation of a waiver, by the party waiving compliance. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.

10. **Severability.** If any of the terms and conditions of this Agreement are held by any DEPARTMENT of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

11. **Notices.** Any notice to be given under this Agreement shall be given in person or by certified mail, return receipt requested, to the address as set forth in the preamble of this Agreement, or to such other address as may be given by either party in writing. Notice, if made by certified mail, shall be deemed given on the date of mailing.

12. **Governing Law.** This Agreement shall be governed by all applicable statutes, regulations, ordinances, and other legal requirements of the State of Arizona.

13. **Remedies.** In the event of any litigation arising under or concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and DEPARTMENT costs from the non-prevailing party.

14. **Entire Agreement.** This Agreement, which incorporates all prior understandings relating to its subject matter, contains the entire agreement of the parties with respect to its subject matter.

15. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate per below.

JUSTICE EZ TRAC, LLC

DEPARTMENT

By: 

By: \_\_\_\_\_

Print Name: Noel Grover

Print Name: Richard R. Searle

Title: Chief Manager

Title: Chairman

**EXHIBIT A**

Hardware and Setup Costs (paid by and subject to change by JUSTICE EZ TRAC):

Hardware Item	Cost	Warranty Cost
Android Tablet	\$200.00-\$350.00 / unit	\$150.00
Wifi Printer	\$200.00-\$300.00 / unit	\$50.00
Wifi Hotspot	\$250-\$300 / unit	\$50.00
Power Adapter Cables for Vehicle	\$25.00-\$75.00 / unit	
System Setup Fees	\$25.00 / hour (typically 2-4 hours)	